

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
NO. 5:18-CV-9(D)**

**UNITED STATES OF AMERICA and
THE STATE OF NORTH CAROLINA,**
Plaintiffs,

v.

**DR. IBRAHIM N. OUDEH,
TERESA SLOAN-OUDEH, and
IBRAHIM N. OUDEH, M.D. P.A.,**
Defendants.

**ORDER TO IMPLEMENT
SETTLEMENT AGREEMENT**

Upon the joint motion of the Parties, and pursuant to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3013, 28 U.S.C. § 3101, 28 U.S.C. § 3102(b), as well as 28 U.S.C. § 1651 and 28 U.S.C. § 2001, this Court hereby orders that the terms of the Settlement Agreement (D.E. ##, Exhibit A) be implemented in their entirety subject to the terms and conditions directed herein and set out below:

IT IS ORDERED that the Writ of Garnishment (D.E. 24, 73) as to Goshen Medical Center, Inc. ("Goshen") shall remain in full force and effect for so long as Goshen has monies owed to any of the Defendants excluding claims for: (i) salaries and bonuses and other claims or causes of action Defendants may assert against Goshen and others relating to the Defendants Ibrahim N. Oudeh's and Teresa Sloan-Oudeh's employment by Goshen, and (ii) claims or causes of action Defendants have, or may have, against Goshen and others relating to Goshen for breach of the Promissory Note executed by Goshen in favor of Defendants Dr. Ibrahim Oudeh and Teresa Sloan-Oudeh dated September 18, 2017 (excluding the

proceeds from the sale of the medical practice assets and real estate at 801 Tilghman Drive, Dunn, North Carolina). The Order entered January 19, 2019 (D.E. 87) shall continue in full force and effect, with the exception that all monies currently due by Goshen shall be remitted to the Governments, as shall all future payments subject to the limitations imposed pursuant to the terms of this Order. All previously remitted payments that are currently being held by the Clerk of Court shall be turned over to the Governments, with the exception that the Clerk shall issue a check payable to The Charleston Group for \$82,688.00 for fees earned and expenses incurred, pursuant to the terms of the Settlement Agreement. Instructions on making payments to the Governments shall be provided by the United States Attorney's Office to Goshen and the Clerk.

IT IS FURTHER ORDERED that the Writ of Attachment (D.E. 26) levied upon 2202 Highway 50 South, Benson, North Carolina is hereby withdrawn and no longer creates an encumbrance on this property.

IT IS FURTHER ORDERED that the Defendants' interest in the real property located at 198 Canterbury Drive, Dunn, North Carolina is relinquished pursuant to the terms of the Settlement Agreement, and the Writ of Attachment (D.E. 29) and subsequent Notice of Levy shall remain in full force and effect until such time as the property is sold and proceeds turned over to the Governments.

IT IS FURTHER ORDERED that the Defendants' interest in the real property located at 721 Tilghman Drive, Dunn, North Carolina is relinquished to the Governments pursuant to the terms of the Settlement Agreement, and the Writ

of Attachment (D.E. 22) and subsequent Notice of Levy shall remain in full force and effect until such time as the property is sold and proceeds turned over to the Governments.

IT IS FURTHER ORDERED that the Defendants' interest in the real property located at 2005 Erwin Road, Dunn, North Carolina is relinquished to the Governments pursuant to the terms of the Settlement Agreement, and the Writ of Attachment (D.E. 27) and subsequent Notice of Levy shall remain in full force and effect until such time as the property is sold and proceeds turned over to the Governments.

IT IS FURTHER ORDERED that the Defendants' interest in the real property located at 107 South Railroad Avenue, Dunn, North Carolina is relinquished to the Governments pursuant to the terms of the Settlement Agreement, and the Writ of Attachment (D.E. 13) and subsequent Notice of Levy shall remain in full force and effect until such time as the property is sold and proceeds turned over to the Governments.

IT IS FURTHER ORDERED that the Defendants' interest in the real property located at 131 Coley Farm Road, Fuquay Varina, North Carolina is relinquished to the Governments pursuant to the terms of the Settlement Agreement, and the Writ of Attachment (D.E.28) and subsequent Notice of Levy shall remain in full force and effect until such time as the property is sold and proceeds turned over to the Governments.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to Fidelity Bank (D.E. 15, 18, 20, 23) are enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writ of Garnishment issued to First Citizens Bank (D.E. 19) is enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to United Community Bank, successor to Four Oaks Bank (D.E. 16) is enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to PNC Bank (D.E. 12) is enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to Select Bank & Trust (D.E. 17, 25) are enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this

order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to Scottrade (D.E. 21, 30, 31) (now Ameritrade) are enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

IT IS FURTHER ORDERED that the Writs of Garnishment issued to Scottrade (D.E. 30) against all property, including accounts, certificates of deposit, and safe deposit boxes in which the Naim Trust has an interest, control or signatory authority, are enforced and the Garnishee is directed to remit any and all funds within those accounts to the Governments within 30 days of this order, subject to applicable law including but not limited to ERISA rules and regulations.

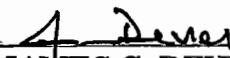
IT IS FURTHER ORDERED that this Court shall maintain jurisdiction to the extent that the Parties dispute or fail to pay the amount of the funds due under the Settlement Agreement.

IT IS FURTHER ORDERED that the Governments may sell the identified properties pursuant to the terms of Settlement Agreement by any means reasonable and prudent, and Defendants will execute any and all documents reasonably required to effectuate the terms of the Settlement Agreement.

IT IS FURTHER ORDERED that all costs of this action shall be paid from collection of the above monies and all remaining funds will be applied to the Settlement Agreement determined debt amount.

IT IS FURTHER ORDERED that all remittances pursuant to this Order shall be made in a timely fashion to the United States Attorney's Office. The remittance instrument shall be made payable to U.S. Department of Justice and mailed to the United States Attorney's Office, 150 Fayetteville Street, Suite 2100, Raleigh, North Carolina 27601. The instrument should be notated with account number 2018A20355 to ensure proper processing.

SO ORDERED this 28 day of April, 2020.



JAMES C. DEVER III
United States District Judge